The Corporation of the Township of Whitewater Region

By-law Number 19-07-1199

A by-law to authorize the execution of a Customer Agreement for Electricity and Natural Gas (Ontario Wholesale Energy)

Whereas, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25,* as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas, Council of the Township of Whitewater Region deems it necessary to enter into a five-year Customer Agreement with Ontario Wholesale Energy for bulk purchasing;

Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

- The Mayor and Clerk are authorized to execute the Customer Agreement with Ontario Wholesale Energy Gas & Electric on behalf of the Corporation of the Township of Whitewater Region.
- 2. That the Customer Agreement attached forms part of this by-law.
- 3. That this by-law shall come into force and take effect upon passage.

Read a first, second and third time and finally passed this 17th day of July, 2019.

Michael Moore, Mayor

Carmen Miller, Clerk

By-law 19-07-1199 Page **1** of **1**

Electricity	&	Natural	Gas	Customer	Agreement
					(Large Volume)

Gas Marketer Licence No: GM-2015-0158 | Electricity Retailer Licence No: ER-2015-0157

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This Offer Sheet and the General Terms and Conditions form the Agreement entered into by and between Ontario Wholesale Energy Gas & Electric ("OWE") and

This Agreement shall only become binding and enforceable when it is executed by both Customer and Ontario Wholesale Energy Gas & Electric. Nothing herein shall be deemed to require Ontario Wholesale Energy Gas & Electric to execute the Agreement. The Date on which Ontario Wholesale Energy Gas & Electric executes this Offer Sheet shall be deemed the "Effective Date" of the Agreement.

Customer Information Customer Name (as indicated on Utility Bill) Street Name Street Number City Province Postal Code Contact Name Telephone 1 Email Fax Schedule "A" included **NATURAL GAS PROGRAM** Estimated Volume: Account Number: Start Date (est.) **Natural Gas** DD / MM / 20 YY Applicable pricing after initial 6 months of discount pricing described below First Six Months of Agreement - Intro Gas Discount Program Start/End Date (est.) **Natural Gas** until_DD / MM / 20 YY / MM /20 YY Price (¢/m3)* **Term: 6 months** ¢ Customer's disco d price for initial 6 months of the Term *Compressor fuel for transportation will be added to your natural gas supply charge (approx. 5.5%). **ELECTRICIT PROGRAM**

Variable Price: HOEP+PLUS Program

Estimated Volume:

ELECTRICIT	Y PRICE	L @ CK	Authorization
What you pay for elec	tricity under this Ag	reement	
Start Date of Supply (est.)	Agreement Price (¢/kWh)	Agreement Length (yrs.)	(Your Initials)
Applicable pricing after i	nitial 6 months of	discount pricing o	described below
First Six Months of Ag	greement - Intro	Electricity Disc	ount Program
What you pay for electricity for the	ne first six months und	ler this Agreement	
From//2	OAgreen	¢ nent Price (¢/kWh)	
until// 20	Y Y Term	: 6 months	(Your Initials)
Your discounted pr	ice for initial 6 me	onths of the Agree	ment Length

C Electricity PRICEL@CK with Six Month Introductory Rate

	What you pay for electricity under this Agreement	Authorization
Start Date of Supply (est.)	Market Price	
Agreement Length (yrs.)	Agreement Price (¢/kWh)	(Your Initials)

Essential Agreement Information

Customer appoints Ontario Wholesale Energy ("OWE") as its supplier of electricity and/or natural gas commodity ("Energy") to each Location enrolled under this Agreement for the selected Term. You, the Customer, understand and agree:

- a) By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with OWE. OWE, following its execution of this Agreement, will supply Energy at the Price Customer agrees to on the Customer Agreement. Customer will pay any related charges, plus applicable taxes.
- b) If you sign up and enroll in the Electricity program, you will be charged the Global Adjustment, in addition to the Electricity Price. If you currently purchase your supply through your local Utility at the RPP rate, then (i) you will have to settle your RPP variance with your Utility when OWE enrolls you, and (ii) the Global Adjustment will appear as a new line item on your bill.

Customer has read and accepts the above, has received a signed copy of this Agreement (including the attached Terms and Conditions and Schedule "A" for Multiple Locations, if applicable) and agrees to be bound by it. The undersigned represents having the authority to bind the Customer to this Agreement.

By signing this Agreement, each party agrees to be bound by the terms of this Customer Agreement and the Terms and Conditions, and acknowledges having full authority to sign this Agreement and enter a binding contract for the Location(s) and Utility accounts listed above (and in the attached Schedule "A" for Multiple Locations, if applicable).

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Customer Na	ame (As Indicated or	n Utility Bil	11)																												
Signature		_					Da	ite					Si	gnatu	ire											Dat	te				
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Customer Initials	authority to bind	d Custom	ier to	this c	Agre	eemer	ıt.						Ac	cour	nt Mar	nage	er														
Customer Initials	Customer acknot the Energy Cons Annual Consump provided to OWI this Agreement w	sumer Pro otion (see) E by the	rever: Utility	on Acrse). It y is le	ct and is un	d considerate	sumes od tha Mini	in exc t if the num /	cess histo Annu	of thorical	ne M I usa onsu	linimum ge data mption,	A	gent In	itials	l ha	ve au	thori	ty to	bin	d On	tario	Who	lesa	le En	ergy	Gas	; & E	lectri	c.	
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PINK - AGENT

1. Key Defined Terms. Account Holder/Customer-Agent: Customer's appointed legally authorized signing authority with the power to bind Customer to this Agreement. Agreement: Collectively, the Customer Agreement, these Terms and Conditions and, if applicable, the attached Schedule "A" for Multiple Locations. Customer: The Account Holder(s) and/or Customer-Agent named on the Customer Agreement (and, if applicable, the attached schedule "A" for Multiple Locations).

Electricity Price: The discounted rate (¢/kWh) for a period of 6 months that the Customer pays for electricity under this Agreement as described in the box marked "First Six Months of Agreement - Intro Gas Discount Program" and thereafter the rate (¢/kWh) that the Customer pays for electricity under this Agreement for the rest of the Term which is described in the box above marked "Electricity Program". Energy: Natural gas and/or electricity. Future Use: Customer's anticipated Energy consumption under this Agreement (in m3 or kWh, as applicable), for the remainder of the Term, to be calculated by OWE in accordance with OWE's standard and reasonable practices in effect at the time of calculation. Global Adjustment It can be a credit or a charge, and reflects the difference between regulated and contract prices for electricity paid to certain generators (as well as Conservation & Demand Management initiatives) and the market prices they would have received had they not been subject to government regulation or contracts. **HOEP**: The IESO published actual hourly Ontario received had they not been subject to government regulation or contracts. HOEP: The IESO published actual hourly Ontario energy price of electricity, which represents the hourly price that is charged to utilities. IESO: Independent Electricity System Operator. Location: Each natural gas and/or electricity account listed on the Customer Agreement (and, if applicable, the attached Schedule "A" for Multiple Locations), relating to Customer's premise(s) for service, or replacement thereof, is a separate "Location" bound by this Agreement. Market Price: For electricity, the weighted average HOEP, calculated in each billing cycle. For natural gas, the AECO CGPR 2A. Minimum Annual Consumption: 50,001 m3 of natural gas usage and/or 150,001 kWh of electricity usage for any given consecutive twelve-month period. Natural Gas Price: The discounted rate (e/m3) for a period of 6 months that the Customer pays for natural gas under this Agreement as described in the box marked "First Six Months of Agreement — Intro Gas Discount Program" and thereafter the rate (e/m3) that the Customer pays for natural gas under this Agreement to the rest of the Term which is described in the box above marked Customer pays for natural gas under this Agreement for the rest of the Term which is described in the box above marked "Natural Gas Program". OEB: Ontario Energy Board. Person: Person, or any expression referring to a person, means an individual, sole proprietorship, partnership, including a limited partnership, trust or body corporate, or an individual in his or her capacity as a trustee, executor, administrator or other legal representative or such other class of persons as may

to their capacity as a usee, executor, administration of other legal representative of study other class of persons as may be prescribed. RPP: Ontario's regulated price plan for electricity. The RPP price is set by the OEB, may change every six months and is inclusive of any Global Adjustment. Utility: Customer's local distribution utility.

2. Notice and Details of Appointment of Agent. Customer gives OWE the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with its Utility and others in order to provide Customer's full Energy requirements to the Location. This may include, but is not limited to, coordinating with the Utility for transmission, requirements of the Eccadori. In this may inscarce, but is in limited by continuing with the dump dark missing, transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer agrees, now and throughout the Term (as defined below), that it: (a) is not, and will not be, bound by an agreement for its Location with an Energy supplier other than OWE; and (b) will not cancel or modify OWE's appointment as Customer's exclusive agent.

3. Acceptance, Verification. This Agreement is conditional upon acceptance by OWE. OWE's acceptance is at its sole discretion and depends, in part, on whether: (a) the Utility accepts and implements OWE's request to enroll Customer; (b) OWE can verify the accuracy of Customer's information by recorded telephone call (or other means acceptable to OWE); and (c) OWE approves Customer's creditworthiness. If all conditions are met, or otherwise waived by OWE, OWE will supply Energy to Customer's Location for the Term. Customer consents to the recording of phone calls relating to this Agreement and consents to communications with OWE.

and consents to communications with OWE.

4. Term. The "Term", as selected on the Customer Agreement, begins on the "Start Date" and expires on the "End Date." If
no selection is made, the Term is deemed to be 5 years. Start Date: OWE's first day of Energy supply to the Location under
this Agreement. If the Location is not currently enrolled with OWE or one of its affiliates, it will be reasonably close to the
Estimated Start Date listed on the Customer Agreement. If the Location is currently enrolled under an existing agreement
with OWE or one of its affiliates, and OWE chooses to accept this Agreement, the Start Date will be the day following the
end of that existing agreement. The Start Date may be delayed (for reasons beyond OWE's control) at OWE's sole discretion.

End Date: OWE's last day of Energy supply to the Location under this Agreement, it will be 1 - 5 years from the Start
Date, in accordance with the Term selected on the Customer Agreement, plus any time needed to obtain a final actual or
estimated meter read. At the end of the Term, it may take up to 30 days or more to complete Customer's switch back to
the Utility or other supplier, during which time Customer remains responsible for all OWE charges.

the Utility or other supplier, during which time Customer remains responsible for all OWE charges.

5. Renewal. OWE will automatically renew this Agreement for consecutive one year terms if the Customer does not provide written cancellation notice prior to the End Date of the Initial Term and subsequent anniversary dates.

6. Blend & Extend Option. Customer may request this option if, during the Term, Customer's Price for Energy differs

from the OWE posted price being offered to new customers for similar agreements of similar duration to this Agreement. To qualify, the Term of this Agreement must be at least 3 years and Customer's request must be made at least 6 months prior to the End Date. Under the Blend & Extend option: (a) the Price will be amended to a new blended Price; (b) the Term will be deemed expired and a new Term of similar duration to this Agreement will begin; (c) the blended Price and new Term will take effect as of Customer's next billing period, or as soon thereafter as may reasonably be effected by OWE; and (d) all terms of this Agreement except for the Price and Term will remain unchanged. Customer may exercise the Blend & Extend option once per Location in any 3 year period. Contact OWE for details.

7. Charges under this Agreement. OWE will supply Customer with Energy, as applicable, for the Location(s), and each billing cycle Customer will pay the related charges plus applicable taxes, and other amounts levied by the Utility, including, billing cycle Customer will pay the related charges plus applicable taxes, and other amounts levied by the Utility, including, without limitation, charges relating to transmission, delivery, debt recovery, uplift, congestion and service charges. 7.1 Electricity Charge. Customer's electricity consumption multiplied by the Electricity Price. Market Price: The Market Price for electricity will be calculated in each billing cycle using a weighted average HOEP for that billing cycle, the weighting of which is based on: (a) Customer's actual hourly consumption if Customer's Location uses an interval meter, and Utility provides OWE meter data at the interval level; or (b) the aggregate load shape of all electricity users in Customer's Utility service area that do not have interval meters (or for which Utility provides OWE only with aggregated meter data), represented by Customer's Utility's Net System Load Shape. In any given billing cycle, OWE can estimate the Market Price using OWE's reasonable method of calculation and true it up in a subsequent billing cycle, using actual data. HOEP is published by the IESO at www.ieso.ca. Should the IESO stop publishing HOEP, or if there is a material change in the method of its calculation, OWE may in its sole discretion either terminate this Agreement or determine the applicable weighted average HOEP by using the price most recently oublished by the IESO or by using another published source.7.2 weighted average HOEP by using the price most recently published by the IESO or by using another published source.7.2

Pass-through Charges. Amounts charged to OWE that OWE passes through to its customers may relate to transmission, transportation, delivery, distribution, debt recovery, uplift, congestion, service charges, implementation of locational based transportation, delivery, distribution, debt recovery, uplift, congestion, service charges, implementation of locational based marginal pricing, etc. OWE also passes through a service charge charged by the Utility for billing which is subject to charge. Any such costs charged by the Utility, or any third party, to OWE will be passed on by OWE to the Customer and Customer agrees to pay such charges. 7.3 Natural Gas Charge. The product of Customer's natural gas consumption and the Natural Gas Price. 7.4 Transportation Charge. The cost to transport natural gas (including Compressor Charges) from areas of production into the local gas distribution system in Ontario. The rate OWE charges its Customers for this service is based on a forecasted price for natural gas, pipeline transportation rates and compressor fuel. OWE reserves the right to periodically update the Transportation/Compressor Charges to reflect any changes in market price. Any such costs charged by the Utility, or any third party, to OWE will be passed on by OWE to the Customer and Customer agrees to pay such charges.

8. Billing, Payment, Measurement. Customer will be billed by the Utility in accordance with the Utility's usual

8. Billing, Payment, Measurement. Customer will be billed by the Utility in accordance with the Utility's usual requirements and schedules for billings, deposits, payments, late payments and other charges (but OWE reserves the right to bill Customer directly). OWE's charges will appear on the bill together with the amounts charged by the Utility. Customer shall pay all invoiced sums when due, including late payment fees on uncontested past due amounts. A history of late payments may be reason for cancellation of this Agreement by OWE, together with Exit Fees, and possible referral to a collection agent. Customer shall pay OWE's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to OWE. The Utility will measure (or otherwise determine) the amount of Energy supplied to the Location(s). OWE assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessitive

the Location(s). OWE assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or reassessment made by the Utility, the IESO or OWE.

9. Ending this Agreement Early, Default. If this Agreement ends early, for any reason, Customer must still pay all amounts charged up to the early End Date. OWE can end this Agreement, at no cost to OWE, if: (a) required/allowed by law; (b) the Utility is unable to service the Location; (c) a legislative or regulatory change materially alters OWE's ability to profitably perform this Agreement; (d) Customer moves; or (e) Customer falls into "Default". Customer shall be in Default if, at any time during the Term, it: (f) changes its supplier, including to the Utility or other marketer /retailer; (ft) withdraws OWE's authority to obtain and use information necessary to perform this Agreement; (iii) fails to make timely payment of amounts due hereunder; or (iv) otherwise fails to comply with the Terms and Conditions of, or the Utility's rules in relation to, this Agreement. This Agreement shall be deemed terminated at no cost and without liability to either party if OWE does not commence supply of Energy within 12 months of the date that Customer signs this Agreement, for whatever reason. not commence supply of Energy within 12 months of the date that Customer signs this Agreement, for and Customer has not contacted OWE to implement same; or if this Agreement is unable to be implement. ment, for what beyond OWE's control.

10. Exit Fees, If this Agreement ends prior to the End Date due to Customer's Default, Customer shall pay liquidated 10. Exit Fees. If this Agreement ends prior to the End Date due to Customer's Default, Customer shall pay liquidated damages to OWE. These liquidated damages will be calculated as the sum of (a) (f) for fixed price electricity Customers, Customer's Future Use multiplied by the difference obtained by subtracting the price received using commercially reasonable efforts, to sell the equivalent of such Future Use from the Electricity Price (provided that if this amount is negative, it shall be deemed to be zero), or (if) for fixed price natural gas Customers, Customer's Future Use multiplied by the difference in price per m3 obtained by subtracting the price received by OWE, using commercially reasonable efforts, to sell the equivalent of such Future Use from the Natural Gas Price (provided that if this amount is negative, it shall be deemed to be zero); plus (b) all transmission, delivery costs, penalties and any other charges incurred by OWE as a result of the termination; plus (c) all applicable taxes; plus (d) OWE's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of OWE's rights and remedies (the "Exit Fee"). The parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by OWE and shall be conclusively deemed to be liquidated damages designed to reimburse OWE for its losses and not a late pay in the controllary dearned to be includated damages designed to remode 8 over 101 his losses and not a late payment rige, penalty, fine, interest, or other charge of any kind.

Suspension of Utility Service. In the event of non-payment when due of all invoiced sums authorized in this

Agreement, Energy supply and/or delivery service may be disconnected by the Utility and/or OWE. If this happens and the Utility later reconnects Customer, OWE may re-enroll Customer under this Agreement effective as of the date that the Energy supply and/or delivery service is reconnected by the Utility and/or OWE, at OWE's option. Customer must notify OWE within 30 days of the date of re-connection.

within 30 days of the date of re-connection.

12. Customer Information, Credit Review. Customer: (a) consents to OWE collecting, retaining, using and disclosing Customer's information; and (b) requests, authorizes and directs the Utility and/or IESO to release to OWE and/or its affiliates, Customer's contact information, current and historical energy billing and usage data, and other account information so as to enable OWE to perform its obligations under this Agreement (including to establish, and collect money for Customer's account, supply Customer with Energy, meet OWE's contractual obligations with others, for law enforcement purposes and for processing past due amounts of Customer which have passed to a debt collection agency). Customer further authorizes OWE to review Customer's credit history and information, whether in the possession of the Utility or third party credit reporting agencies (and OWE may disclose such Customer information to its creditors, suppliers and sension providers). (IME's surply of Energy may depend on Customer's credit purply lines and OWE is not suppliers and service providers). OWE's supply of Energy may depend on Customer's creditworthiness and OWE is not obligated to accept, or continue performing this Agreement if Customer does not meet OWE's credit requirements. Any action by Customer that deprives OWE of information considered by OWE to be material to its performance of its obligations action by Customer that deprives OWE of information considered by OWE to be material to its performance of its obligations under this Agreement shall constitute a Default by Customer, in which case Exit Fees will apply. Customer will promptly notify OWE in advance of any changes to Customer's information relevant to this Agreement. OWE and its affiliates and partners may use Customer's information to communicate with Customer about other products and services offered by OWE and its affiliates and partners. We will disclose any of your information where required by law. If you have any questions about our policies and practices regarding the collection or use of your information, please refer to our Privacy Policy at ontariowholesaleenergy.com or contact us.

13. Representations. Warrantles and Covenants. Each party represents and warrants that it has the power and

Policy at ornanownolesalestergy.com or contact us.

13. Representations, Warranties and Covenants. Each party represents and warrants that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each party accepts this Agreement to be a legal, valid and binding obligation of such party enforceable against it in accordance with its terms. Customer also covenants that it: (a) shall provide OWE with all necessary physical access and information required to implement this Agreement; (b) shall abide by the Utility's rules; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; and (d) agrees no communication (written or oral) received from OWE or its affiliates (or their respective representatives) will be deemed an

communication (written or oral) received mon which or its armates for their respective representatives) will be deemed an assurance or guarantee as to the expected results of this Agreement.

14. Indemnification. OWE will arrange for the Utility to deliver Energy to the facility/meter(s) associated with the Location (the "Delivery Point"). From and after the Delivery Point, Customer will defend, indemnify and hold harmless OWE, its parent, subsidiaries, affiliates, and its owners, shareholders, officers, directors, employees, agents, successors, and assigns from and against any and all claims, losses, damages, expenses, causes of action and judgments, fees and liabilities of any kind related to OWE's duties and obligations hereunder. OWE shall not be liable for matters within the control of the Utility or the IESO or any damages claimed to have been incurred due to any act or omission of OWE, where such act or omission is due in whole or in part to any event or circumstance beyond its reasonable control or its inability to perform. Each party shall use commercially reasonable efforts to mitigate damages.

perform. Each party shall use commercially resolvations to minigate damages.

15. Limitation of Llability. Notwithstanding any other provision in this Agreement, in no event will OWE be liable for any indirect, consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits, even if OWE has been advised of the possibility of such damages. OWE's liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, is limited to direct actual damages as the sole remedy and all other remedies or damages are expressly waived.

16. Dispute Resolution, Binding Arbitration. Customer may contact OWE with regard to a concern or dispute under this Agreement by mail, fax or telephone using OWE's contact information as set out at the top of the Customer Agreement.

Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts, at an arbitration services organization to be chosen exclusively by OWE. The without the right of appeal to law and/or facts, at an arbitration services organization to be chosen exclusively by OWE. The arbitration costs will be shared evenly between the parties. Any dispute resolution proceedings, whether in arbitration or court, will be conducted only on an individual basis and not in a class or representative action or as a named or unnamed member in a class, consolidated, representative or private attorney general action. In addition to, but not in lieu of, binding arbitration, Customer may contact the OEB's Customer Service Centre at 1.877.632.2727 for details about its dispute resolution process. Customer shall remit all undisputed amounts during the pendency of any dispute.

17. Amendments. OWE may amend this Agreement by sending Customer notice. Unless otherwise required under Governing Law (including, for example, a Utility tariff change or OEB order), Customer will have 30 days to affirmatively reject the amendment. If Customer does not notify OWE in 30 days from the date of the notice, the amendment will be deemed to be accepted by Customer. OWE will not amend the Term or Price without Customer's consent; however, if any law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative

are law, order or regulation is passed, modified, implemented or interpreted by judicial or regulatory order or legislative enactment under Governing Law, which creates additional cost for credity not currently included in the Price, then OWE shall be entitled to pass through such incremental charge (or credit) to Customer.

18. Assignment. OWE may sell, assign, pledge, or grant a security interest in, or otherwise transfer all or any part of its rights or interest in this Agreement, including to another energy retailer without notice or Customer's consent. This Agreement enurses to the benefit of and binds the parties and their respective successors and assigns, and any party that acquires substantially all of the proporties of either party whether he purpose or greater will see time to cityle and

ins rights or interest in this Agreement, lictualing to another energy retailer without notice or customer's consent. This Agreement enures to the benefit of and binds the parties and their respective successors and assigns, and any party that acquires substantially all of the properties of either party, whether by purchase or merger, will assume the rights and obligations created by this Agreement. Customer shall not assign or otherwise transfer its rights or obligations under this Agreement without OWE's prior written consent, which shall not unreasonably be withheld.

19. Moves. Customer will provide OWE with 45 days prior notice before moving or changing its Location (each, a "move").

Upon a Customer move, OWE may, in its sole discretion: (a) end this Agreement; or (b) apply this Agreement to Customer's new location if it is within a territory served by OWE. If the latter, then: (I) Customer's new location will be a Location bound by this Agreement; (II) OWE is authorized to deal with the Utility in this regard; and (III) if Governing Law requires Customer to provide OWE with additional written authorization at the time of the move, Customer will have the option of providing it

to provide OWE with additional written authorization at the time of the move, Customer will have the option of providing it to OWE or paying the Exit Fees.

20. Inability to Perform. Customer accepts that certain events beyond the control of OWE, including force majeure events declared by OWE's direct or indirect suppliers, may affect OWE's ability to supply Energy at the Price. If this happens, OWE may, at its sole discretion, without liability: (a) temporarily supply Energy at the Price then available to OWE; or (b) suspend this Agreement until as soon as OWE is reasonably able to resume performance. This Agreement will otherwise remain in full effect. "Force majeure" means those events not reasonably anticlosted when this Agreement will otherwise remain in full effect. "Force majeure" means those events not reasonably anticlosted when this Agreement was related to the provided of OWE. Including events represented that with the observed the requirements. signed, and beyond the control of OWE, including events associated with the Utility, the commodity supplier or others used to deliver Energy to the Location, curtailment or disruption by the Utility, the commodity supplier or the Utility's appropriation

nce. OWE will send notices and correspondence to the billing address listed on the Custon Agreement (as may be amended from time to time upon receiving undated information from the Unity or Customer). At OWE's discretion (if, for example, there is a fault with regard to the billing address), OWE may instead send it to Customer's owes a bacterior in, for example, there is a ratio with regard to the billing addressly, ower may instead set in the Ostsorher's service or corporate address (as may be amended from time to time). When providing OWE with notice, Customer shall send it to OWE's address as listed on the Customer Agreement, to the attention of Customer Service Manager, Commercial Contracts, in a manner by which Customer may give proof of delivery upon request. Either party can change its address for receiving notices by notifying the other pursuant to this paragraph. If a change in Governing Law necessitates that a group of customers be provided with a general notice, OWE reserves the discretion to provide it by posting it on its website

22. Governing Law. The laws of Ontario govern this Agreement. If a provision herein is deemed contrary to or unenforceable under Governing Law, the parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the parties, and replaced by an enforceable provision close in meaning to the original.

close in meaning to the original.

33. Miscellaneous. This Agreement contains the entire agreement between Customer and OWE concerning the supply of Energy to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document and can only be amended if agreed to by OWE's Head Office in a written notice to, or recorded telephone call with Customer. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the parties with respect to this Agreement may be imaged and stored electronically (and used as if it were an original business record). This Agreement does not create any partnership, duty, joint venture or other special relationship between the parties other than the minimum necessary to carry out the obligations in this Agreement. No delay by OWE to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing and payments. Ilmitation of liability, and disoute resolution. Except as otherwise required by Governing Law or as set out herein. committee in effect and refinition of expiration of this Agreement to the expert increasing, including those for bining and payments, limitation of liability, and dispute resolution. Except as otherwise required by Governing and way or as set on therein, OWE does not offer refunds. Customer agrees to review the system-wide electricity supply mix information on OWE's website at least annually in order to obtain required disclosure of such information. See: www.ontariowholesaleenergy.com. The contents of OWE's marketing materials do not form part of the Agreement and were not relied on by Customer. ency. In an emergency, contact the appropriate emergency personnel or the Utility, if appropriate, a

